



Request for Proposal

Bundled Episodes of Care

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1) About Access HealthNet

a. Introduction & Background

Access HealthNet, LLC (AHN) is issuing this Request for Proposal (RFP) to solicit agreements for providing bundled episodes of care. Interested healthcare systems may submit a response containing the information requested in this RFP. AHN will select one healthcare system in each defined market area, to be contracted at AHN's discretion. This healthcare system will provide services as set forth and outlined in a final contract between the parties. The healthcare system will be granted a 12-month exclusive contract for hospital based services within a 7-mile radius of each contracted facility for the contracted bundles of care. AHN may also contract with additional non-hospital providers to perform services in this market. Additional hospitals may be contracted for bundles not currently contracted by the exclusive provider.

b. Who is Access HealthNet?

Founded in 2014 by a team of dedicated healthcare and network professionals, AHN is a national cloud-based technology solution that connects providers offering value-oriented services in the form of flat-rate bundled services with self-funded entities that seek the most direct connection.

AHN offers self-funded entities and their plan members a free-market solution, known as THE SUPER OPTION, that activates competition and consumerism and supplements its existing PPO by offering increased value and enhanced choices.

AHN offers providers a platform for presenting their services directly to large numbers of private-pay patients. The provider sets its own price for bundled services, gets paid more quickly (typically in 21 days or less) and is no longer required to collect co-pays and deductibles.

AHN's proprietary technology platform facilitates everything from shopping for and scheduling services, to presenting provider profiles, to billing and payment, and is fully customizable at the employer/plan sponsor level. Best of all, it seamlessly integrates with existing wellness programs, savings plans and work site/near site clinics in order to maximize savings.

AHN currently has approximately 4,000 provider locations across the United States where individuals can receive value-oriented healthcare services from high-quality providers. AHN is currently engaged in an accelerated national build-out of its platform.

c. The Case for Change

Employers face rising costs.

- The vast majority of employers in America are struggling to control explosive healthcare costs.
- Insurance rates have risen approximately 5% on average per year for the last 10 years.
- Since 2011, both the share of workers with high deductible plans and the amount of those deductibles have increased sharply, resulting in a 63% increase in deductibles, representing about ten times the rise in inflation and six times the rise in workers' wages.
- A recent survey of employers showed that up to 58% of profits are lost to employee health benefits, and as high as 14% of expenses are directly attributable to healthcare costs.
- Approximately 150 million Americans (61% of people with private insurance) are currently covered by self-funded plans, amounting to annual spending of approximately \$1.5 trillion dollars.
- The average annual healthcare expense per individual in the United States has reached approximately \$10,345.
- Employers are now faced with the difficult decision to either take control of healthcare spending or eliminate health benefits and send their employees to the health insurance exchanges.
- In the health insurance exchanges, insurance companies around the country are seeking rate increases of 20% - 40% or more, saying their new customers under the ACA turned out to be sicker than expected. Additionally, major carriers are dropping out of the individual markets.
- Concerned employers view self-insurance as the only way to control expected healthcare cost increases.

Providers struggle to maintain profitability.

- The ACA has effectively moved patients into one of three payer classes:
 - Government insurance (Medicare and Medicaid)
 - Exchange-based insurance, and
 - Private insurance.
- Medicare patients are essentially break-even profitability.
- Medicaid pays approximately 63%-67% of Medicare fees.
- Government subsidized patients account for approximately two-thirds of the total healthcare spend and is forecasted to increase.
- Many individuals buying insurance on the health insurance exchanges are purchasing high-deductible plans, leaving providers struggling to collect these deductibles.
- Deductibles and co-pays continue to increase in almost all plans, leaving providers with lower rates of collection.

- Numerous layers of non-value added parties exist between the provider and the self-funded entity, thereby driving up the cost of healthcare.
- Complicated claims processing schemes deny and reprice claims, leading to lengthened revenue cycles, expensive collection operations and increased working capital investments for providers.

Working Together.

- Providers and self-insured employers want to work together directly, but the path to doing so is unclear and overwhelming.
- Providers desire to provide services to patients from the self-insured community by offering fair and transparent pricing; however, this requires direct contracting with a significant number of self-funded entities, which is a formidable and expensive, if not impossible task.
- Self-funded entities desire the benefits of direct contracting with providers. However, contracting with a sufficient number of providers to serve their plan members is daunting. Self-funded entities already pay substantial fees to brokers, TPAs and networks, and are reluctant to absorb yet another cost that alternative solutions may generate, thus leaving them resistant to making changes.

d. The Solution

A Turnkey Product

- With its unique, comprehensive and proprietary technology platform, AHN provides a turnkey solution that allows healthcare providers to directly offer value-based services to self-funded entities and their plan members without having to separately contract with each payer group.
 - AHN simplifies the path to payment for the provider and accelerates payment to 21 days or less.
 - AHN eliminates the collection of deductibles for the provider.
 - AHN is not a replacement for any insurance plan, but an overlying plan that gives employers the ability to offer employees opportunities to directly obtain services from high-value providers, while providing financial savings for both the employer and employee.
 - AHN offers employers the tools and contracts needed to effectively lead patients to healthcare value.
 - AHN provides transparent cost information, apples-to-apples comparable prices on thousands of procedures and presents the opportunity to reward employees for making responsible healthcare decisions. It allows value-based providers the opportunity to offer their services to large patient populations.
- AHN offers a marketplace where forward thinking providers and self-funded entities can work together to change the healthcare dynamic for the better.

A Panel of High-Value / High-Quality Providers

- AHN provides CMS quality data for patient's consideration in selecting healthcare providers.
- Providers contract with AHN offering flat-rate bundled services supported by advanced technology.
- AHN contracts with a growing body of consumer friendly, forward thinking providers that are eager to compete for the business of the self-funded community.
- AHN shortens the provider revenue cycle. With automated processes and contract structure, AHN provides more expedient payment than the current industry model, paying in 21 days or less, rather than the 70-180 day industry average.
- AHN's model eliminates third party repricing, thereby reducing collection efforts and costs.
- In most instances, employers waive co-pays, co-insurance and deductibles for employees using AHN's platform; consequently, the provider's collection liability is reduced.
- Providers can expect to collect approximately 37 cents more per dollar from AHN than they do from the privately insured population. Therefore, providers that contract with AHN can afford to charge less and remain profitable.
- Below is an example of how the THE SUPER OPTION works.



Focus on a Broad Range of Services

- AHN offers a broad range of services that attract both self-funded entities and providers.
- Services covered under THE SUPER OPTION are those that are non-emergent, not typically provided by primary care and where there is an interval between the patient being told that he/she needs the service and the date of delivery (for example diagnostics, therapeutics, and surgeries).
- Services covered under THE SUPER OPTION comprise approximately 80% of the pre-stop-loss medical spend of self-funded entities.
- AHN focuses on episodes of care that are most likely to be encountered on a regular basis. By narrowing its focus to frequently ordered, mid to high-cost procedures, AHN provides the greatest possible savings while reducing overall contracting efforts.

The Most Complete Bundled Solution

- Unlike traditional networks, AHN offers flat-rate bundled services that allow patients to compare prices on an apples-to-apples basis. AHN has identified national standards of care, creating bundled templates for over 1,100 episodes of care, that allow providers the opportunity to offer comparable and complete services.
- AHN offers more standardized bundles than its competitors.
- AHN bundled episodes of care are unique and different than the CMS bundling concept. The AHN bundle is clearly defined and shorter in duration; thereby minimizing the provider's risk corridor. Additionally, the provider can pre-screen candidates before accepting them into the bundle program.

THE BETTER BUNDLE

**PROSPECTIVE
BUNDLING**

=

**THE BETTER
BUNDLE**

**ALL ASPECTS OF THE TRANSACTION ARE
TRANSPARENT AND AGREED TO IN ADVANCE:**

- shorter episodes of care
- nationally standardized
- clearer, more defined risk corridors
- screen patients and reject based on co-morbidities

2) Statement of Purpose

The objective of this Request for Proposal is to identify and contract with qualified providers in major markets across the US that will provide the best overall value to the THE SUPER OPTION participants by delivering bundled episodes of care provided by high quality providers. While AHN has approximately 4,000 care delivery locations already across the US, it is currently in the process of significantly growing its provider base in major medical markets throughout the country. AHN has pre-selected healthcare systems that can be strong partners in our journey to build the finest value solution available. We hope you will join us on this journey to improve the US healthcare system.

3) RFP Process

a. RFP Timeline

The RFP timeline is as follows. AHN reserves the right to change the dates below upon communication to Respondents in a timely manner.

Request for Proposal Issuance	June 7, 2017
Final Submission from Healthcare Systems	July 21, 2017
Selection of Healthcare Systems	July 31, 2017
Final Contract Completion	August 11, 2017

Questions Concerning this RFP

Any questions regarding this RFP should be sent to rfp@accesshealthnet.com or you may speak with a representative at 414.488.2922. A representative will respond promptly to all inquiries.

b. Submission Guidelines & Requirements

This RFP response must:

- Be completed in accordance with this RFP
- Be valid for a period of 120 days
- Include a minimum of 25 total bundles across categories
- Be completed by a Joint Commission accredited facility
- Be completed by a member of the State Hospital Association

Failure to respond in time

Any proposal may be rejected if it is late, conditional, incomplete or deviates from the specifications in this RFP. AHN reserves the right to request additional information, discussion or presentation in support of the submitted proposal.

c. Bundles to-Submit

What needs to be included in the bundles?

Bundles must include all costs associated with physicians, surgeons and other practitioners, facility charges, anesthesia, implants if needed, pathology as needed, imaging, supplies and drugs necessary during surgery and until discharge, and routine post-operative care until discharge, where applicable.

Core Services

AHN is seeking bundles in the following six categories: 1) GI and Bariatric 2) Reproductive Health 3) Orthopedic 4) Spine 5) General Surgery and 6) Diagnostic. To be considered for award of exclusivity, a minimum of 25 bundles (must be 25 different procedures, not a lesser number of bundles offered at multiple locations) across the categories must be submitted. For clarification, you do not have to participate in every category to be considered for selection. Additional bundles may be contracted during the contract acceptance phase of this RFP.

GI and Bariatric		Reproductive Health	
Code	Bundle Name	Code	Bundle Name
45378	Colonoscopy-Screening	58573	Hysterectomy-Laparoscopic >250 g Uterus/Tubes/Ovaries
45378	Colonoscopy-Diagnostic	58572	Hysterectomy-Laparoscopic >250 g Uterus only
43235	Esophagus and Stomach Endoscopy-Diagnostic	58670	Tubal Ligation-Laparoscopic
43770	Gastric Band Surgery	55250	Vasectomy (Local Anesthesia)
43775	Gastric- Laparoscopic Sleeve Gastrectomy		
47562	Gallbladder removal (Laparoscopic)		

Orthopedics		Spine	
Code	Bundle Name	Code	Bundle Name
29827	Shoulder-Rotator Cuff-Arthroscopic Repair	22551	Spinal Fusion-Cervical -Anterior Approach (1 Level)
29807	Shoulder-Complex Arthroscopic Surgery	22630	Spinal Fusion-Lumbar- Posterior Approach (1 Level)
23472	Shoulder-Total Joint Replacement	22856	Cervical Disc Replacement (Artificial Disc) (1 Level)
27447	Knee-Total Joint Replacement	22857	Lumbar Disc Replacement (Artificial Disc) 1 Level)
29888	Knee-Arthroscopic ACL repair	63045	Cervical Spine Laminectomy (1 Level)
29882	Knee-Arthroscopic Meniscus repair	63047	Lumbar Spine Laminectomy (1Level)
27130	Hip-Total Joint Replacement	22510	Cervical Vertebroplasty (injection into fractured vertebrae)
64721	Wrist-Carpal Tunnel Surgery- Open	64633	Destruction of Facet Joint Nerve (Cervical/Thoracic) (1 Level)
64718	Elbow-Ulnar Nerve Transposition	62321	Epidural Injection-Cervical or Thoracic (1 Level)
24359	Elbow-Tennis Elbow Repair	64490	Facet Injection- Cervical (1 Level)
27870	Ankle-Joint Fusion		
27650	Ankle-Achilles Tendon repair		
28296	Foot-Bunionectomy (distal osteotomy)		

General Surgery		Diagnostics	
Code	Bundle Name	Code	Bundle Name
49505	Hernia Repair-Inguinal (5 years or older)	72148	MRI Lumbar Spine (without contrast)
49560	Hernia Repair-Incisional/Ventral	70553	MRI Brain (with and without contrast)
19307	Breast-Mastectomy including Axillary Lymph Node	70547	MR Angiogram Neck (without contrast)
19301	Breast-Lumpectomy	72131	CT Lumbar Spine (without contrast)
42826	Tonsillectomy (age 12 or over)	74178	CT Abdomen & Pelvis (with and without contrast)
42821	Tonsillectomy with Adenoidectomy (age 12 or over)	75635	CT Angiogram Aorta with runoff (with contrast)
69436	Tympanostomy	76700	US Abdomen
31256	Sinus surgery-Maxillary	94010	Spirometry
66982	Complex Cataract Surgery	31622	Bronchoscopy
66170	Glaucoma Surgery	51729	CMG for Incontinence
57288	Bladder- Sling repair	55700	Prostate-Needle Biopsy
52320	Cystoscopy with Removal of Stone in Ureter	58558	Hysteroscopy (with or without D & C)
		19083	Breast Biopsy-US Guided
		19081	Breast Biopsy-Stereotactic
		93880	US Carotid

Regarding colonoscopy services, please price the Colonoscopy – Screening assuming 25% may be converted to Colonoscopy - Diagnostic. When a Colonoscopy – Screening is sent to your facility you will not have the ability to convert it to a Colonoscopy – Diagnostic; so, please price accordingly.

d. Evaluation Process / Criteria

Proposals will be evaluated by the AHN evaluation team to select the top qualified healthcare system. The recommendation to award the contract will be granted to the healthcare system that best meets the needs of participants in THE SUPER OPTION based on the evaluation factors below. AHN will select one healthcare system that will meet our needs within that defined market area.

Evaluation Factors

A number of qualifying factors have already been considered as part of selecting the parties to whom this RFP invitation has been extended; however, AHN will rate proposals based on the following additional factors:

- Responsiveness to the requirements set forth in this RFP
- Number of bundles submitted
- Diversity of bundles submitted
- Bundle pricing
- CMS quality rating (AHN will independently obtain)

AHN will not negotiate price with the provider. This is a free market system where providers compete for business based on their comprehensive value proposition (e.g. quality, price, service, location). As such, providers should present their best value proposition in this RFP.

e. Contract Award

The awarded system in each defined market area will be provided the following:

- Hospital exclusivity within a 7-mile radius around the participating facilities for those episodes of care under contract for a 12-month period. This exclusivity does not prevent AHN from signing other non-hospital providers to participate in its marketplace, nor does this exclusivity prevent AHN from contracting with other hospitals for bundles not contracted by the awarded healthcare system.
- Inclusion in AHN's marketplace, which is used by plan members to select providers to perform health services on a bundled cost basis.
- Formal announcement to the public of participation in THE SUPER OPTION.

- Formal announcement to third party administrators and self-funded companies that partner with AHN locally and nationally.

Upon selection of the healthcare system, AHN will present its contract for execution.

Failure to Reach Agreement

If an agreement cannot be reached with the selected healthcare system AHN will contract with an alternative healthcare system. AHN is under no obligation to award any contract if, in its sole discretion, it does not believe such award would benefit self-funded entities and their plan members.

4. RFP Builder

a. Confidentiality

AHN requires all RFP participants to sign a Mutual Non-Disclosure Agreement (MNDA). Please see the MNDA below.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is effective as of the date of Provider's acceptance of this Agreement via electronic signature (the "**Effective Date**").

Access HealthNet, LLC ("**AHN**") and Provider may discuss a possible business relationship and either party might share information with the other party that is considered to be proprietary and confidential. Such information will be disclosed for the aforesaid purpose and for no other purpose in accordance with the following understandings:

1. Confidential Information.

1.1 Each party shall: (i) maintain any information, whether written or otherwise, related to the business and/or technology of the other party that it receives from the other party (collectively, "**Confidential Information**") in strict confidence at all times; and (ii) not disclose, use, transmit, inform or make available to any entity, person or body any of the disclosing party's Confidential Information except for the purpose of evaluating and engaging in discussions concerning a potential business relationship between the parties or as expressly permitted by the disclosing party in writing prior to disclosure.

1.2 Confidential Information shall include, but not be limited to: (i) business plans, methods and practices; (ii) personnel, customers, and suppliers; (iii) inventions, processes, methods, products, patent and patent applications, and other proprietary rights; and (iv) specifications, drawings, sketches, models, samples, tools, software, computer programs, technical information, and/or other related information.

1.3 Confidential Information is proprietary and confidential and constitutes the disclosing party's trade secrets. The receiving party shall have no right, title or interest in or to the disclosing party's Confidential Information. The receiving party may not use (or disclose to a third party for such party's use of) Confidential Information in competition with the disclosing party. The receiving party shall treat all Confidential Information in a confidential manner to the extent permitted by applicable law. Nothing in this Agreement shall be deemed a limitation or waiver by either party of any rights or protections of the disclosing party under the Wisconsin Uniform Trade Secrets Acts and the federal Defend Trade Secrets Act.

1.4 All Confidential Information shall remain the property of the disclosing party. The receiving party shall use the same care and discretion to avoid disclosure of Confidential Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care.

1.5 Unless permitted in writing by the disclosing party, the receiving party shall not: (i) decompile, disassemble, reverse engineer or otherwise attempt to reduce the other party's Confidential Information; (ii) attempt to determine any source code, algorithms, methods or techniques embodied in any Confidential Information; (iii) copy, modify, adapt, transfer, translate, disclose, rent, lease, grant a security interest in, or license the other party's Confidential Information, or any portion thereof; (iv) create derivative works based upon the other party's Confidential Information, or any portion thereof; or (v) remove any copyright or proprietary notices or labels in or on the other party's Confidential Information.

2. Permitted Disclosures

2.1 The receiving party may disclose the other party's Confidential Information to its employees and employees of permitted subcontractors and affiliates who have a need to know (each, an "**Affiliate**"); provided, however, that before disclosure to any Affiliate, the receiving party shall have a written agreement with Affiliate sufficient to require the Affiliate to treat the Confidential Information in accordance with this Agreement.

2.2 The restrictions set forth in this Agreement, shall not apply to any Confidential Information which the receiving party can demonstrate: (i) is or becomes known to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the Confidential Information of the disclosing party; or (v) is approved for release by the prior written authorization of the disclosing party, but only to the extent of such authorization.

2.3 The receiving party may disclose Confidential Information that is required to be disclosed by law, regulation, or a valid order of a court or other state or United States governmental body, but only to the extent and for the purpose of such required disclosure, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

3. Further Obligations.

3.1 The receiving party shall return to the disclosing party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential

Information of the disclosing party immediately on the written request of the disclosing party.

3.2 Upon the effective date of the termination of this Agreement, the receiving party shall destroy or return to the disclosing party all written material containing any Confidential Information of the disclosing party and if applicable, confirm the destruction of the Confidential Information upon written request, provided that the receiving party may retain copies of the Confidential Information to the extent required to comply with applicable law, and provided further, that nothing herein shall require the alteration, modification, deletion or destruction of backup tapes or other back up media made in the ordinary course of business.

4. Miscellaneous.

4.1 The parties agree that the disclosing party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages.

4.2 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the parties.

4.3 Neither party will, without prior approval of the other party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

4.4 This Agreement in no way creates an obligation for either party to disclose information to the other party or to enter into any other agreements. This Agreement may only be amended in writing signed by both parties.

4.5 This Agreement shall remain in effect for the longest period permitted by law and may only be terminated upon the mutual written agreement of both parties. The requirement to protect the Confidential Information subject to this Agreement shall survive termination of this Agreement.

4.6 This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement shall be enforced in the courts of the State of Wisconsin.

4.7 In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including attorneys' fees and court costs incurred in such litigation, in addition to any other relief granted.

Do you agree to this confidentiality? Yes No

b. Organizational Information

Health System Profile:

System Name _____

DBA _____

Address _____

City, State, Zip _____

Phone, Fax _____

Tax ID _____

NPI _____

Website _____

Legal Status of Firm: Corporation Partnership Sole Proprietor Other

Authorized Representative:

The Health System must designate an Authorized Representative who will be the principal point of contact for the duration of this RFP process. The Authorized Representative will serve as the point of contact for all business matters relating to this proposal.

Representative Name _____

Address _____

City, State, Zip _____

Phone _____

Email _____

The Authorized Representative is instructed to identify each principal officer of the company (i.e. CEO, President, CFO, COO, Chief Medical Officer) not already identified herein.

Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Does your entity have the ability to contract for entire episodes of care? Yes No

If no, for what elements can you contract?

Professional

Facility

Anesthesia

Number of total locations _____

Number of hospitals _____

Number of ASCs _____

Located in which states? _____

Are you currently bundling episodes of care? Yes No

c. Bundle Builder

AHN will be seeking bundles in the following six categories: 1) GI and Bariatric 2) Reproductive Health 3) Orthopedic 4) Spine 5) General Surgery and 6) Diagnostic. To be considered for award of exclusivity a minimum of 25 bundles (must be 25 different procedures, not a lesser number of bundles offered at multiple locations) across the categories must be submitted. For clarification, you do not have to participate in every category to be considered for selection. Additional bundles may be contracted during the contract acceptance phase.

Below is an example definition of a bundle upon which AHN is seeking bundled price quotations:

Total hip replacement surgery, including all costs associated with surgeon(s); facility charges; anesthesia; pathology as needed; implants; imaging, supplies and drugs necessary during surgery and until discharge; routine postoperative care until discharge and any durable medical equipment necessary for discharge.

The online RFP tool will present all bundles in detail.

Thank you for considering this RFP. AHN hopes you will join in making a positive change in the healthcare system. Together like-minded self-funded entities and providers can make healthcare more accessible and affordable for all by making the system more efficient and transparent – Join the Movement!